

**Approved by order
№4 from 22.01.2020**
Changes in accordance with the order
№93 from 28.07.2020
№124 from 18.09.2020
№57 from 19.03.2021
№132 from 30.06.2021
№176 from 15.09.2021
№217 from 04.11.2021
№30 from 04.03.2022
№41 from 30.03.2022
№78/1 from 23.05.2022
№96 from 07.06.2022
№138/1 from 29.07.2022
№42 from 02.03.2023
№195 from 20.07.2023
№306 from 24.10.2023
№33 from 06.02.2024

STANDARD FORM CONTRACT ON COMPENSATED RENDERING OF HOTEL SERVICES

The Republican Unitary Enterprise “Hotel Minsk” (Republic of Belarus, Minsk), hereinafter referred to as the Contractor, represented by Director Kovaleva Irina, acting on the basis of the Charter, enters into this contract with a legal entity or individual (including an individual entrepreneur) accepted a public offering (offer) to conclude this contract, hereinafter referred to as the “Customer”. The Contract is an agreement on the provision of compensated services, concluded through a public offering, and regulating the rendering of hotel services and obligations arising in this regard between the “Contractor” and the “Customer”, hereinafter referred to as the “Parties”. The Parties are guided by the legislation of the Republic of Belarus and the provisions of this Contract.

The text of this Contract is available on the website at <https://hotelminsk.by/legal-information/>.

The rates of the Minsk Hotel can be found on the website <https://hotelminsk.by/en/booking/?tl-offer=214407,254075,288065,288071,83266,255428>.

The Parties have entered into this Contract as follows.

1. SUBJECT OF THE CONTRACT

1.1. Under this Contract, the Contractor undertakes to provide hotel and additional services (hereinafter “Services”) to the Customer or guests accommodated at the request of the Customer, and the Customer accepts and pays (provides payment) for the Services in the manner provided for by this Contract, based on the Customer’s application and invoices issued.

1.2. Hotel services are provided at the address: 11-1, Nezavisimosti ave., Minsk, Republic of Belarus, Hotel Minsk (category **** four stars), hereinafter “Hotel”.

1.3. Check time at the Hotel:

Check-in – 14:00 local time of the Hotel;

Departure – 12:00 p.m. local time of the Hotel.

1.4. Booking a hotel room with subsequent issuing of the invoice for payment is carried out by accepting an application from the Customer for the provision of hotel services (Customer’s application) by e-mail: reservation@hotelminsk.by, marketing@hotelminsk.by, fax +375 17 2099111, by express messenger or by mail to the address: 11, Nezavisimosti ave., Minsk, Republic of Belarus, 220030, 1st floor – reception, accommodation and sales service.

The application for the hotel services rendering is made out in any form in accordance with clause 3.3.1 of this Contract.

2. CONTRACT CONCLUSION PROCEDURE

2.1. This Contract is a standard form contract (Article 396 of the Civil Code of the Republic of Belarus), according to which the Contractor assumes the obligation to render services to an indefinite number of persons (Customers) who apply for these Services.

2.2. The publication (placement) of the text of this Contract on the Contractor's official website at the following address <https://hotelminsk.by/legal-information/> is a public offering (offer) of the Contractor addressed to an indefinite number of persons in order to conclude this Contract (clause 2. Article 407 of the Civil Code of the Republic of Belarus).

2.3. The Contract is concluded by joining the Customer to this Contract, i.e. by acceptance by the Customer of the terms of this Contract as a whole, without any conditions, exceptions and reservations (Article 398 of the Civil Code of the Republic of Belarus).

2.4. The fact of acceptance by the Customer of the terms of this Contract is the payment by the Customer of the Services ordered in the manner and on the conditions determined by this Contract (clause 3 of Article 408 of the Civil Code of the Republic of Belarus).

2.5. This Contract, subject to the procedure for its acceptance, is considered concluded in simple written form (clause 2, clause 3 of article 404 and clause 3 of article 408 of the Civil Code of the Republic of Belarus).

2.6. The Parties shall recognize the location of the Contractor as the place of the Contract conclusion.

3. RIGHTS AND OBLIGATIONS

3.1. The Contractor is obliged to:

3.1.1. render high-quality services timely in accordance with the terms of this Contract and in accordance with international acts, the legislation of the Republic of Belarus, local acts of the Contractor, also taking into account publicly posted information on the websites of the Contractor having the status of a public offering;

3.1.2. render services in accordance with the Application for rendering the hotel services (hereinafter referred to as the "Application"), drawn up in the manner specified by this Contract, and in accordance with the Rules for rendering the hotel services approved in the Hotel Minsk;

3.1.3. provide the Customer, under the terms of this Contract, with the invoices issued to the Customer's guest and formed by the hotel electronic management system, at the same time being certificates of services rendered (hereinafter referred to as the "Certificate");

3.1.4. send to the Customer a Certificate, that is signed by the Contractor unilaterally;

3.1.5. issue (send) an invoice for payment, as well as an electronic invoice for VAT in the time and manner established by the legislation of the Republic of Belarus.

3.2. The Contractor is entitled to:

3.2.1. refuse to accommodate guests of the Customer:

- arriving without prior reservation, in the absence of rooms, or provide rooms after payment at the maximum published rates (abbreviated RackRate), or at promotional rates valid on the date of arrival of the guest;

- if the state of the guest's health threatens the safety of the guest or other persons, which is confirmed by medical documents, but also creates a mess and inherent inconvenience to other persons;

- if the guest violates the rules of hotel accommodation, creates a threat to the life or health of other persons;

- if in personal things (property) of the guest, there are objects or substances that create (capable of creating) a threat to the life or health of other persons;

3.2.2. not to accommodate guests at the request of the Customer until the Customer fulfills the payment obligations in full, or to accommodate guests after they have paid the price for the hotel rooms at the hotel rates valid on the date of arrival of the guest;

3.2.3. unilaterally change tariffs and to inform Customer about the changes made in writing by posting information on the Contractor's website www.hotelminsk.by.

3.3. The Customer is obliged to:

3.3.1. send the Contractor an Application in any form (clause 1.4 of the Contract) containing the following information:

- full name / details of the Customer / Customer's guest, country of registration, category of hotel room, number of guests in the room, period of stay (indicating the time of arrival and departure), request for additional services;

- contact information of the related person (service);

- information on the form of payment: cash/bank transfer and information about the correspondent bank (from the list of correspondent banks from the Contractor's website www.hotelminsk.by);

- information about the payer;

- other.

3.3.2 send the Application, changes to it, cancellation of the reservation or a letter by e-mail: hotelminsk@pmrb.gov.by, reservation@hotelminsk.by, marketing@hotelminsk.by, fax +375 17 2099111, by express messenger or by mail to the address: 11, Nezavisimosti ave., Minsk, Republic of Belarus, 220030, 1st floor – reception, accommodation and sales service.

In cases the terms of hotel accommodation planned by the Customer or the number of reserved places are changed, the Customer shall inform the Contractor about such changes not later than three days before the moment of check-in – when accommodating guests in 5 or more rooms, not later than one day - when accommodating individual guests. At the same terms specified above, the Customer can cancel the application (rejection of the application).

3.3.3. if there are complaints about the services, inform the Contractor in writing indicating the reasons for this within 3 (three) calendar days after the issuance of the Certificate, otherwise the Certificate is considered signed, and the services of the Contractor accepted;

3.3.5. indicate invoices in the payment documents, as well as the period of the services rendering;

3.4. The Customer is entitled to:

3.4.1. get acquainted with documents confirming the fact that the Contractor rendered services to the guest;

3.4.2. make suggestions for improving the quality of service.

3.5. The Parties undertake to inform each other in a timely manner about changes in legal status, bank details, as well as other circumstances relevant to the proper execution of the Contract.

4. COST OF SERVICES, SETTLEMENT PROCEDURE

4.1. The cost of the services provided under this agreement is determined based on the volume, nature and duration of the services ordered by the Customer, in accordance with the prices/tariffs approved by the Contractors, posted on the Contractor's website www.hotelminsk.by, and effective immediately at the time of the request for payment for the ordered services.

4.1.1. The cost of services under the contract does not exceed 4000 base units.

4.2. When the Services rendered are paid by legal entities non-residents of the Republic of Belarus, as well as by individuals non-residents of the Republic of Belarus, paying services through Internet acquiring, when expressing the tariff in foreign currency, 1 Belarusian rouble corresponds to 30 Russian roubles.

4.3. The basis for invoicing is the Application for rendering of the hotel services (Application of the Customer).

4.4. The Customer shall, on the basis of the invoice issued by the Contractor regarding the payment for the ordered services, be obliged to pay as follows:

4.4.1. by bank transfer by the Customer through transferring funds to the account of the Contractor as follows:

- for 100% prepayment (advance payment) before the date of arrival of the Customer (guests of the Customer) according to the invoice issued and sent, and in case of prolongation of the period of stay – within 1 (one) banking day after confirmation of prolongation and receipt of a new invoice;

An invoice for final settlement, as well as Certificate, are issued within 3 (three) banking days from the date of departure of the Customer's guest (s);

4.4.2. in cash / bank payment cards by the guest of the Customer directly at the hotel in the manner prescribed by applicable law of the Republic of Belarus:

a) for hotel services upon check-in or prolongation of stay, based on the rates of the Contractor;

b) for additional services prior to check-out or upon check-out at the rates of the Contractor on the date of services rendering.

4.5. Invoices and Certificate are issued in Belarusian roubles or Russian roubles.

Excessively transferred funds for services are returned in the payment currency on the basis of a letter from the Customer's letter within 15 (fifteen) banking days after receiving the letter in the payment currency, and the refund is made at the Customer's expense.

4.6. Cash paid in advance is not a commercial loan.

4.7. The Parties determined that invoices, certificates are to be sent to the Customer by fax, mail, or via the Internet from the Contractor's corporate email (hotelminsk.by).

In case of non-receipt of documents, the Customer is obliged to notify the Contractor in writing about this before the last business day of the deadline set for issuing documents, otherwise the Customer is considered to have received the documents in time.

4.8. If necessary, the Parties reconcile the settlements and sign the reconciliation statement of mutual settlements (hereinafter referred to as the "Reconciliation Certificate") once a year. The Contractor draws up the reconciliation certificate and sends it to the Customer by facsimile in November-December, and upon termination of the Contract – within one month from the date of its termination. The Customer is obliged to verify the data, sign and seal the document within 5 (five) business days from the date of sending the reconciliation certificate. The signed reconciliation certificate shall be returned to the Contractor within the same period by fax, mail, Internet, express messenger. In case of non-return of the documents within the specified period or absence of claims to the data of the reconciliation certificate, these data are recognized as provided by the Contractor.

4.9. The Customers shall pay the Contractor's services using the following details:

Belarusian roubles:

11-1, Nezavisimosti ave., office 35, Minsk, Republic of Belarus, 220030 TIN 192750964

S/a BY75AKBB3012000006014000000 in JSC "ASB Belarusbank", BIC AKBBBY2X 18 Dzerzhinskogo ave., Minsk, Republic of Belarus, 220089

Russian roubles:

11-1, Nezavisimosti ave., office 35, Minsk, Republic of Belarus, 220030
TIN: 192750964

Beneficiary bank details:

SWIFT code: AKBBBY2X

TIN:100325912

S/a BY28AKBB3012000006043000000 (RUB)
in JSC "ASB Belarusbank"

18, Dzerzhinskogo ave., Minsk, Republic of Belarus, 220089

Information about correspondent banks of the beneficiary bank is posted on the website www.hotelminsk.by.

5. LIABILITIES

5.1. The Parties are liable for non-performance or improper performance of the terms of the Contract in accordance with the legislation of the Republic of Belarus.

5.2. If the Customer fails to pay the Services rendered by the Contractor within the time period specified by the Contract, the Contractor is entitled to invoice the amount of penalty (late fee, fine), and the Customer undertakes to pay the penalty within 5 (five) banking days from the date of issuance.

5.3. For violation of the settlement terms specified in clause 4.3.1. of the Contract, the Customer pays the Contractor a fine in the amount of 0.2% of the outstanding amount on a timely basis for each day of delay in payment, including the day of payment.

5.4. Payment of the penalty (late fee, fine) does not exempt the guilty party from fulfilling obligations under the Contract and covering damages.

5.5. The Contractor shall not be liable in the event of failure to render and/or improper rendering of the Services on his/her part or on the part of third parties arising from inaccuracy, insufficiency or delay of the confirming information and documents provided by the Customer, as well as other violations of the conditions of this offer by the Customer.

5.6. The Contractor is not liable in case of the Customer's non show at the Hotel on the first day of arrival and, as a result, possible non-accommodation at the Hotel.

5.7. In case of non show - non-arrival of the guests to the hotel within 24 hours from 12:00 PM on the day announced as the arrival day, having an uncanceled confirmed Request or violation of the deadlines for canceling a reservation or making changes to the confirmed Request, the Customer pays a fine in favor of the Contractor in the amount of the cost of 1 (one) overnight stay for each guest charged for the changed Application.

Cash compensation can be canceled or its size reduced by decision of the Contractor's manager if the Customer submits documents confirming the impossibility of fulfilling obligations under the Contract.

The amount of the fine can be reduced or canceled if the Customer submits documents confirming the impossibility of fulfilling obligations under the Contract.

5.8. The Contractor is responsible to the guests for the impossibility render the hotel services arising from sale (reservation) of services in the amount exceeding the available number of rooms (beds) in the hotel required for their provision (overbooking). In this case, the Contractor is obliged at its own expense to render services for accommodating a guest in another hotel – of a similar or higher category (class) and located in the same area (district), as well as to reimburse the guest the necessary expenses for his moving to a new hotel.

5.9. The Parties are exempted from liability for improper fulfillment / non-fulfillment of obligations under the Contract if they prove that it was possible as a result of the adoption of an act of government or force majeure, that is, extraordinary and unavoidable circumstances under the existing conditions. The onset of force majeure circumstances shall be confirmed by an official document of the competent authority, otherwise it is not grounds for exemption from liability.

5.10. If agreement is not reached in the claim (pre-trial) procedure, the dispute is considered in the Economic Court of Minsk. The language of the proceedings is Russian. Applicable law is the law of the Republic of Belarus.

5.11. The Customer represents the interests of all persons (guests of the Customer) specified in the Application and is personally liable to the Contractor for the correctness of the data provided in the application about them, for the fulfillment of all obligations by individuals, including obligations to pay Services and pay a fine in case of refusal from the hotel Services being rendered, including non show at the Hotel.

6. AMENDMENTS AND TERMINATION OF THE CONTRACT

6.1. The Contract is considered concluded from the moment of crediting the funds paid by the Customer to the account of the Contractor for the Services ordered, and is valid until the Parties completely fulfill their obligations.

6.2. The Customer is entitled to terminate the Contract before its validity period after payment for the Services actually rendered.

6.3. The Contractor is entitled to terminate this Contract unilaterally.

6.4. The Contractor is entitled to amend the terms of this Contract without prior notice. The Customer, being aware about the possibility of such amendments, agrees that they can be made. If the Customer continues to use the Services rendered by the Contractor after such amendments being introduced, it presupposes that the Customer agrees with such amendments.

6.5. The text of amendments and/or additions to this Contract, or its new version is brought to the attention of the Contractor by posting (publishing) relevant information on the website www.hotelminsk.by.

6.6. In case of disagreement with the amendments and/or additions introduced, the Customer is entitled to terminate this Contract.

6.7. The Parties unconditionally agree that silence (the absence of written notifications of termination of this Contract or disagreement with certain provisions of this Contract, including amendments in the tariffs for the Services) is recognized as the consent and accession of the Customer to the new version of this Contract (clause 3 of Article 159 of the Civil Code of the Republic of Belarus).

7. CONFIDENTIALITY OF INFORMATION

7.1. The Customer is ensured the confidentiality of the information provided for the purpose of booking the hotel Services and arranging accommodation at the Hotel.

8. DISPUTES SETTLEMENT

8.1. All disputes and disagreements related to this Contract, the Parties undertake to resolve through negotiations. When resolving disputes and disagreements, the Parties also undertake to comply with the claim procedure. The term for consideration of a claim is 5 (five) business days from the date of its receipt.

8.2. If the Parties fail to resolve all disputes in the manner prescribed by the Contract, all disputes arising from this Contract, including those related to its conclusion, amending, termination, execution, invalidity, shall be settled in a court proceeding in accordance with the legislation of the Republic of Belarus.

9. MISCELLANEOUS

9.1. In cases not applicable in the present Contract, the Parties are guided by the current legislation of the Republic of Belarus.

9.2. The contracting parties are notified of the need to observe restrictive anti-epidemiological measures on prevention of spread of COVID-19 and undertake to comply with relevant recommendations of the Ministry of Health of the Republic of Belarus (<http://minzdrav.gov.by/ru/dlya-beloruskikh-grazhdan/COVID-19/metodicheskie-rekomendatsii-po-profilaktike-covid-19-v-organizatsiyakh.php>) and the Sanitary Rules and Regulations "Requirements for organization and implementation of sanitary and anti-epidemiological measures aimed at preventing the entry, occurrence and spread of COVID-19, flu infection", approved by Decree of the Ministry of Health of the Republic of Belarus of December 29, 2012 № 217 (<https://etalonline.by/document/?regnum=W21326822p>).

9.3. By signing this Agreement the customers (customer's guests) give their consent to the State Enterprise "Hotel "Minsk" (UNP 192750964, legal address: 220030, Republic of Belarus, Minsk, Nezavisimosti ave., 11, building 1, room 35), to process the following personal data in the State Enterprise "Hotel "Minsk" for the conclusion and execution of this contract:

- surname, first name, patronymic;
- passport data;
- contact information;
- other personal data provided by the customers (customer's guests), necessary for the conclusion and execution of contracts.

Public rates RACK (room only) valid until 31.03.2024:

Room type	Number of guests	Accommodation rates in BYN, including VAT 20%, room only
SINGLE	1 guest	275,00
DOUBLE/TWIN	1 guest	320,00
	2 guests	320,00
DOUBLE SUPERIOR	1 guest	355,00
	2 guests	355,00
LUXE	1 guest	475,00
	2 guests	475,00
LUXE SUPERIOR	1 guest	545,00
	2 guests	545,00
FAMILY (LUXE+SINGLE)	1 guest	705,00
	2 guests	705,00
	3 guests	705,00
APARTMENT	1 guest	880,00
	2 guests	880,00
APARTMENT SUPERIOR	1 guest	1055,00
	2 guests	1055,00
VIP room	1 guest	1430,00
	2 guests	1430,00
	3 guests	1430,00
	4 guests	1430,00

Public rates RACK (room only) valid from 01.04.2024:

Room type	Number of guests	Accommodation rates in BYN, including VAT 20%, room only
SINGLE	1 guest	305,00
DOUBLE/TWIN	1 guest	350,00
	2 guests	350,00
DOUBLE SUPERIOR	1 guest	390,00
	2 guests	390,00
LUXE	1 guest	525,00
	2 guests	525,00
LUXE SUPERIOR	1 guest	600,00
	2 guests	600,00

Room type	Number of guests	Accommodation rates in BYN, including VAT 20%, room only
FAMILY (LUXE+SINGLE)	1 guest	775,00
	2 guests	775,00
	3 guests	775,00
APARTMENT	1 guest	970,00
	2 guests	970,00
APARTMENT SUPERIOR	1 guest	1160,00
	2 guests	1160,00
VIP room	1 guest	1575,00
	2 guests	1575,00
	3 guests	1575,00
	4 guests	1575,00